

AG Contract No.
ADOT ECS File No. JPA 99-112
DEMA Contract No.
Project: Sale of Fuel
Section: Statewide

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

THIS AGREEMENT is entered into _____, 1999,
between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF
TRANSPORTATION, acting by and through its Equipment Administrator (the "DOT") and
ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, acting by and through
its DIRECTOR, the ADJUTANT GENERAL (the "DEMA").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-401 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The DEMA is empowered by Arizona Revised Statutes Section 26-306 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DEMA.

3. The DEMA has a requirement for motor vehicle fuel statewide. The DOT has fueling facilities statewide, as shown on Exhibit A, which is attached hereto and made a part hereof, and has agreed to provide fuel for DEMA vehicles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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II. SCOPE

1. The DOT will:

a. On an "self-service" basis provide fuel to DEMA vehicles at DOT facilities statewide.

b. No more often than monthly, invoice the DEMA with an itemized statement for fuel dispensed at the prevailing dispenser price plus five cents per gallon.

2. The DEMA will:

a. Provide the DOT a list of authorized motor vehicles (by vehicle license number, type and fuel type) and operators, who shall observe all State rules, regulations and safety procedures while entering, refueling and leaving DOT fueling facilities.

b. Establish an account through the statewide fleet card contract administered by the State Procurement Office (currently 01676AA), and, when applicable, utilize State fleet cards at State automated fuel sites. Insure State fleet cards issued to DEMA drivers contain encoded requirements necessary to interface with automated State fuel locations.

c. Insure operators complete an ADOT "Fuel Withdrawal Card" (ADOT Form 23-9315) each time fuel is purchased or comply with established procedures when DOT locations have automated card readers in place.

d. For CNG-equipped vehicles, insure compatibility of vehicle fuel nozzle receptacles with State fuel dispenser nozzles, obtaining adapters if necessary. Safeguard CNG fueling facility access codes and keys. Notify the State within 24 hours of lost access keys and be responsible for replacement costs at \$5.00 each. Return keys to the DOT as vehicles are removed from the DEMA CNG program.

e. Reimburse the DOT for the previous month's invoice for fuel within 30 days after receipt. Coordinate as needed with the DOT and be responsible for all costs associated with accidents or damages caused by DEMA vehicles to State property.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Administrator
2225 South 22 Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Arizona Department of Emergency
and Military Affairs ATTN: Bldg. M5330
5636 E. McDowell Road
Phoenix, AZ 85008

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF EMERGENCY
AND MILITARY AFFAIRS

DEPARTMENT OF TRANSPORTATION

By _____
DAVID P. RATACZAK
MG, AZ ARNG
The Adjutant General

By _____
JOSEPH H. O'NEILL
Equipment Administrator

99-112 doc
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ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION

MEMORANDUM


TO: Jack Hammitt
Joint Project Coordinator 616E

FROM: James R. Redpath
Assistant Attorney General

DATE: July 15, 1999

RE: IGA/The Department of Emergency and Military Affairs
AG Contract No. KR99-1564TRN
ECS File No. JPA99-112
Project: Sale of Fuel
Section: Statewide

This agreement appears to be in proper form and may be circulated for signature.



JAMES R. REDPATH
Assistant Attorney General

JRR:cl/78067

Enc.